

\$500,000.00

February 27, 1995

WIDE AREA INFORMATION SERVERS, INC.

SECURED PROMISSORY NOTE

1. **Background.** This Secured Promissory Note (this "Note") is made and delivered pursuant to that certain Loan Agreement between Wide Area Information Servers, Inc. and America Online, Inc. dated as of even date herewith (the "Loan Agreement"). Unless otherwise defined in this Note, all capitalized terms used in this Note will have meanings and definitions given to such terms in the Loan Agreement.
2. **Obligation.** For value received, Wide Area Information Servers, Inc., a California corporation ("Borrower"), hereby promises to pay to the order of America Online, Inc., a Delaware corporation, or assigns ("Holder"), in lawful money of United States of America, on the Payment Date (as defined in Section 3 below), the principal sum of Five Hundred Thousand Dollars (\$500,000.00), together with interest accrued on unpaid principal as provided in Section 4 below.
3. **Payment Date.** The unpaid principal amount outstanding under this Note, together with all accrued but unpaid interest shall be due and payable in full on the date (the "Payment Date") that is the earliest to occur of the following: (a) the first anniversary of the date hereof; (b) the closing of Borrower's next equity financing in which all or any portion of the investors are generally recognized professional venture capital investors who are not currently shareholders of Borrower; (c) the closing of Borrower's initial public offering of securities pursuant to a registration statement filed with and declared effective by the Securities and Exchange Commission; (d) the sale of all or substantially all of the assets of Borrower to any person other than Holder; or (e) the merger or consolidation of Borrower with or into another company (excluding a reincorporation of Borrower into another jurisdiction in which the equity interests of Borrower's shareholders are not changed) or other reorganization of the Borrower following which the shareholders of the Borrower immediately prior to such transaction do not own at least 51% of the company emerging as the survivor or parent company in such transaction, other than such a transaction with Holder.
4. **Interest.** Interest will accrue on the unpaid principal amount of this Note at a rate (computed on the basis of a 360-day year) equal to the lesser of (i) eight percent (8%) per annum or (ii) the maximum interest rate permitted by applicable law. All unpaid interest accrued under this Note will be due and payable in full on the Payment Date.
5. **Payment.** All payments and prepayments made under this Note will be made to Holder at 8619 Westwood Center Drive, Vienna, VA 22182, or at such address as Holder may from time to time direct.

6. **Prepayments.** Unpaid principal and unpaid accrued interest under this Note may be prepaid by Borrower at its option without premium or penalty. All prepayments will be applied first to the payment of interest accrued on this Note and second, if the amount of prepayment exceeds the amount of all such accrued interest, to the payment of principal.

7. **Acceleration on Event of Default.** If any Event of Default (as defined in the Loan Agreement) occurs, then notwithstanding anything in this Note to the contrary, all indebtedness of Borrower to Holder under the Loan Agreement and this Note (including all unpaid principal and unpaid accrued interest) will, at Holder's sole option and without notice, become immediately due and payable in full.

8. **Loan Agreement and Security Agreement.**

(a) **Loan Agreement.** This Note incorporates by reference all the provisions of the Loan Agreement, including but not limited to all provisions contained therein with respect to Events of Default, waivers and remedies, and the description of the benefits, rights and obligations of each of Borrower and Holder under the Loan Agreement.

(b) **Security Agreement.** Performance of Borrower's obligations under this Note is secured by Borrower's grant to Holder of a first priority security interest in all of the assets of Borrower pursuant to that certain Security Agreement between Holder and Borrower dated of even date herewith (the "**Security Agreement**").

9. **Waiver and Amendment.** Any provision of this Note may be amended or modified only by a writing signed by both Borrower and Holder. No waiver or consent with respect to this Note will be binding or effective unless it is set forth in writing and signed by the party against whom such waiver is asserted. No course of dealing between Borrower and Holder will operate as a waiver or modification of any party's rights or obligations under this Note. No delay or failure on the part of either party in exercising any right or remedy under this Note will operate as a waiver of such right or any other right. A waiver given on one occasion will not be construed as a bar to, or as a waiver of, any right or remedy on any future occasion.

10. **Governing Law.** This Note will be governed by and construed in accordance with the laws of the State of California as applied to agreements between residents thereof to be performed entirely within such state, without reference to that body of law relating to conflict of laws or choice of law.

11. **Waivers by Borrower.** Borrower hereby waives presentment, notice of nonpayment, notice of dishonor, protest, demand and diligence.

12. **Attorneys' Fees.** Borrower agrees to pay Holder's reasonable expenses and costs in enforcing and collecting this Note, including without limitation attorneys' fees and expenses and court costs, whether or not a court case is brought or prosecuted to judgment.

13. **Successors and Assigns.** The provisions of this Note will inure to the benefit of, and be binding on, each party's respective heirs, successors and assigns. Borrower

may not assign or delegate any of its obligations under this note without Holder's prior written consent, and any assignment or delegation without such consent shall be void.

14. **Severability.** The invalidity or unenforceability of any term or provision of this Note will not affect the validity or enforceability of any other term or provision hereof.

IN WITNESS WHEREOF, Borrower has caused this Note to be duly executed in its name and delivered to Holder this 27th day of February, 1995.

**WIDE AREA INFORMATION
SERVERS, INC.**

By: _____

Name: _____

Title: _____

SECURITY AGREEMENT

This Security Agreement is made and entered into as of February 27, 1995 by and between Wide Area Information Servers, Inc., a California corporation ("Borrower"), and America Online, Inc., a Delaware corporation ("Lender").

RECITALS

A. Pursuant to that certain Loan Agreement between Borrower and Lender dated as of even date herewith (as amended, supplemented or otherwise modified from time to time, the "Loan Agreement"), Lender has agreed to make a Loan (as defined in the Loan Agreement) to Borrower upon the terms and subject to the conditions set forth therein, such Loan to be evidenced by the Note (as defined in the Loan Agreement) issued by Borrower under the Loan Agreement.

B. It is a condition precedent to the obligation of Lender to make the Loan to Borrower under the Loan Agreement that Borrower first executes and delivers this Security Agreement to Lender.

NOW, THEREFORE, as a material inducement and condition precedent to Lender to make the Loan to Borrower under the Loan Agreement, Borrower hereby agrees with Lender as follows:

1. **Defined Terms.** The terms listed on Exhibit A attached hereto and incorporated by this reference will have the meanings indicated on Exhibit A. Unless otherwise defined herein, all other capitalized terms used in this Agreement without definition will have the same meanings given to such terms in the Loan Agreement.

2. **Grant of Security Interest.** As collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations, Borrower hereby grants to Lender a first priority security interest in all the assets of Borrower, including (but not limited to) the property described in Exhibit B attached hereto and incorporated herein by this reference, which assets are collectively referred to herein as the "Collateral".

3. **Representations and Warranties.** Borrower hereby represents and warrants to Lender that:

(a) **Title; No other Liens.** Except for the security interest granted to Lender pursuant to this Security Agreement and except for the liens created in connection with the equipment leases listed on the attached Schedule of Equipment Leases, Borrower owns (and will own) all right, title and interest in and to each item of the Collateral free and clear of any and all liens, claims, rights, encumbrances and restrictions of any kind. No security agreement, financing statement or other public notice with respect to all or any part of the Collateral is on file or of record in any public office, except such as may have been filed in favor of Lender pursuant to this Security Agreement.

(b) Due Corporate Authorization. Borrower has all right, power and authority necessary for Borrower to make, enter into and perform its obligations under this Security Agreement and to grant Lender the security interest in the Collateral granted in Section 2 above, without the need for the consent or approval of any third party. This Security Agreement is a valid and binding obligation of Borrower, enforceable in accordance with its terms.

(c) No Legal Obstacle to Agreement. Neither the execution and delivery of this Security Agreement nor the consummation of any transaction contemplated hereby, nor the fulfillment of the terms of this Security Agreement has constituted or resulted in, or will constitute or result in, a breach of the provisions of any instrument, contract or agreement to which Borrower is a party or by which Borrower or the Collateral is bound, or has resulted in or will result in the creation of any lien or claim upon any of the Collateral.

(d) No Consents, etc. No consent of any other person (including, without limitation, any shareholder or creditor of Borrower), is required in connection with the execution, delivery, performance, validity or enforceability of this Security Agreement.

(e) Location of Collateral. The Collateral will be kept at Borrower's office at the address indicated in Section 12 below.

4. Covenants. Borrower covenants and agrees with Lender that, from and after the date of this Security Agreement until all the Obligations are paid in full and satisfied and the Loan Agreement has terminated:

(a) Further Documentation; Pledge of Instruments. Upon Lender's written request, and at Borrower's sole expense, Borrower will promptly and duly execute and deliver such further instruments and documents and take such further action as Lender may reasonably request for the purpose of obtaining, protecting, preserving and perfecting the security interests granted under this Security Agreement, including, without limitation, the filing of any financing or continuation statements under the Code in effect in any jurisdiction with respect to the security interests created hereby and the recording of the security interests granted hereunder in any Intellectual Property with the appropriate governmental or other authorities in any jurisdiction. Borrower agrees that a carbon, photographic or other reproduction of this Security Agreement will be sufficient as a financing statement for filing in any jurisdiction.

(b) Maintenance of Records. Borrower will keep and maintain complete records of the Collateral belonging to it. For Lender's further security, Lender will have a security interest in all of the books and records of Borrower pertaining to the Collateral.

(c) No Liens on Collateral. Borrower will not create, incur or permit to exist, will defend the Collateral against, and will take such other action as is necessary to remove, any lien, security interest, encumbrance or claim on or to any of the Collateral, other than (i) the security interest granted to Lender under this Security Agreement and (ii) liens securing up to an aggregate of \$250,000 of payments in connection with equipment leases (other than equipment leases as a result of any sale-leaseback by Borrower) entered into by Borrower.

(d) Limitations on Dispositions of Collateral. Borrower will not sell, transfer, lease or otherwise dispose of any of the Collateral, or attempt, offer or contract to do so, except for: (i) sales of Inventory in the ordinary course of its business; (ii) the grant of licenses in the ordinary course of business; and (iii) so long as no Event of Default has occurred and is continuing, the disposition in the ordinary course of business of items of Equipment which have become worn out or obsolete.

(e) Escrow of Source Codes. Upon Lender's request at any time, Borrower will, within ten (10) days thereafter, deliver to an escrow agent selected by Lender, a copy of all material software source codes, if any, used by Borrower in its business. Following any such request by Lender, Borrower will promptly deliver to such escrow agent modifications and updates of all such material source codes from time to time as such modifications and updates are developed.

(f) Notice to Account Debtors. Upon the request of Lender at any time after the occurrence and during the continuance of an Event of Default, Borrower shall notify account debtors on the Accounts that the Accounts have been assigned to Lender and that payments in respect thereof shall be made directly to Lender.

5. Intellectual Property.

(a) Notice; Recordation of Security Interest. If, before the Obligations have been satisfied in full, Borrower applies for, registers, records or obtains rights to, any Intellectual Property (through invention, development, use or the filing of any application for legal protection thereof in any country or jurisdiction), or becomes entitled to the benefit of any Intellectual Property in any jurisdiction, Borrower will give Lender prompt notice thereof in writing. Borrower will execute and deliver any and all documents, as Lender may request to evidence, perfect, register and record Lender's security interest in such Intellectual Property and Borrower hereby constitutes Lender its attorney-in-fact after the occurrence and during the continuation of an Event of Default to execute and file all such documents for the foregoing purposes, all acts of such attorney being hereby ratified and confirmed.

(b) Secrecy. Borrower will ensure that each employee and contractor hired or engaged by Borrower executes and delivers an appropriate agreement satisfactory to Lender and its legal counsel, imposing invention and intellectual property rights assignment obligations, and confidentiality obligations, on the part of such employee or contractor to Borrower. Borrower will further take reasonable steps and procedures to preserve and protect the secrecy of Borrower's trade secrets and other confidential or proprietary information.

6. Appointment of Lender as Attorney-in-Fact.

(a) Powers. Borrower hereby irrevocably constitutes and appoints Lender, and any agent of Lender, with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power and authority in the place and stead of Borrower and in the name of Borrower or in the name of Lender, from time to time in Lender's discretion, after the occurrence and during the continuation of an Event of Default for the purpose of carrying out the terms of this Security Agreement, to take any and all appropriate actions and to execute any and all documents which may be

necessary or desirable to accomplish the purposes of this Security Agreement, including (without limiting the generality of the foregoing) to execute, in connection with any sale or other disposition of Collateral pursuant to Section 7 hereof, any endorsements, assignments, bills of sale, licenses or other instruments of conveyance or transfer with respect to the Collateral. Borrower hereby ratifies all that said attorneys will lawfully do or cause to be done by virtue hereof. This power of attorney is a power coupled with an interest and is irrevocable.

(b) No Duty on Lender's Part. The powers conferred on Lender hereunder are solely to protect Lender's interests in the Collateral and will not impose any duty upon it to exercise any such powers. Lender and its agents will not be responsible to Borrower for any act or failure to act hereunder, except for Lender's own gross negligence or willful misconduct.

7. Lender's Rights and Remedies.

(a) General Remedies. In the event of an occurrence of any Event of Default, then in addition to exercising any other right or remedies Lender may have under the Note, the Loan Agreement, at law or in equity, or pursuant to the provisions of the Code, Lender may, at its sole option, and without demand first made, exercise any one or all of the following rights and remedies:

- (i) Collect the Collateral and its Proceeds;
- (ii) Take possession of the Collateral and its Proceeds wherever such may be found or require Borrower to assemble the Collateral and make it available to Lender at a place designated by Lender which is reasonably convenient to Borrower and Lender;
- (iii) Proceed with the foreclosure of the security interest in the Collateral or any part thereof granted herein and the sale or endorsement and collection of the proceeds of such Collateral in any manner permitted by law or provided for herein;
- (iv) Sell, lease, license or otherwise dispose of the Collateral or any part thereof at public or private sale, with or without having the Collateral at the place of sale after giving Borrower ten (10) days prior written notice of such sale, lease, license or other disposition of Collateral;
- (v) Institute a suit or other action against Borrower for recovery on the Note; and/or
- (vi) Exercise any rights and remedies of a secured party under the Code.

(b) No Election of Remedies. The election by Lender of any right or remedy will not prevent Lender from exercising any other right or remedy against Borrower.

(c) Proceeds. If an Event of Default occurs, all proceeds and payments with respect to the Collateral will be retained by Lender (or if received by Borrower will be held in trust and will be

delivered by Borrower to Lender in the original from received, endorsed in blank) and held by Lender as part of the Collateral or applied by Lender to the payment of the Obligations.

(d) Sales of Collateral. Any item of Collateral may be sold, leased or licensed or otherwise disposed of for cash or other value at public or private sale or other disposition and the proceeds thereof collected by or for Lender. Borrower agrees to promptly execute and deliver, or promptly cause to be executed and delivered, such instruments, documents, assignments, waivers, certificates and affidavits and supply or cause to be supplied such further information and take such further action as Lender may require in connection with any such sale or disposition. Lender shall have the right upon any such public sale or sales, and, to the extent permitted by law, upon any such private sale or sales, to purchase the whole or any part of the Collateral so sold, free of any right or equity of redemption in Borrower, which right or equity is hereby waived or released. If any notice of a proposed sale, lease, license or other disposition of Collateral shall be required by law, such notice shall be deemed reasonable and proper if given at least ten (10) days before such sale, lease, license or other disposition. Lender agrees to give Borrower ten (10) days prior written notice of any sale, lease, license or other disposition of Collateral (or any part thereof) by Lender.

(e) Application of Proceeds. The proceeds of all sales and collections in respect of the Collateral, the application of which is not otherwise specifically herein provided for, will be applied as follows:

(i) First, to the payment of the costs and expenses of such sale or sales and collections and the attorneys' fees and out-of-pocket expenses incurred by Lender relating to costs of collection;

(ii) Second, any surplus then remaining will be applied first, to the payment of all unpaid interest accrued under the Note for all Loans, next to the payment of unpaid principal under the Note for all Loans and next to the satisfaction of all remaining Obligations; and

(iii) Third, any surplus then remaining will be paid to Borrower.

(f) Waivers; Liability for Deficiency. Borrower waives all claims, damages and demands it may acquire against Lender arising out of the exercise by Lender of any of Lender's rights hereunder. Borrower will remain liable for any deficiency if the proceeds of any sale or other disposition of the Collateral are insufficient to pay the obligations and the fees and disbursements of any attorneys or agents employed by Lender to collect such deficiency.

(g) Limitation on Duties Regarding Collateral. Lender's sole duty with respect to the custody, safekeeping and physical preservation of the Collateral in its possession, under the Code or otherwise, shall be to deal with it in the same manner as Lender deals with similar property for its own account. Lender and its agents will not be liable for failure to demand, collect or realize upon all or any part of the Collateral or for any delay in doing so nor will any of them be under any obligation to sell or otherwise dispose of any Collateral upon the request of Borrower or otherwise.

8. **Governing Law.** This Security Agreement will be governed by and construed in accordance with the laws of the state of California as applied to agreements between residents of such state and to be performed entirely within such state, without reference to that body of law relating to conflict of laws or choice of law.

9. **Severability.** Any provision of this Security Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

10. **No Waiver; Cumulative Remedies.** Lender will not by any act (except by a written instrument pursuant to Section 11 hereof), delay, indulgence, omission or otherwise be deemed to have waived any right or remedy hereunder or to have acquiesced in any Event of Default or in any breach of any of the terms and conditions hereof. No failure to exercise, nor any delay in exercising, on the part of Lender, any right, power or privilege hereunder will operate as a waiver thereof. No single or partial exercise of any right, power or privilege hereunder will preclude any other or further exercise thereof or the exercise of any other right, power or privilege. A waiver by Lender of any right or remedy hereunder on any one occasion shall not be construed as a bar to any right or remedy which Lender would otherwise have on any future occasion. The rights and remedies of Lender herein provided are cumulative, may be exercised singly or concurrently and are not exclusive of any other rights or remedies provided by law.

11. **Waivers and Amendments; Successors and Assigns.** None of the terms or provisions of this Security Agreement may be amended, supplemented or otherwise modified except by a written instrument executed by Borrower and Lender. No waiver of any right under this Security Agreement will be effective unless such waiver is expressly set forth in a writing signed by the party against whom such waiver is asserted. This Security Agreement will be binding upon the successors and assigns of Borrower and will inure to the benefit of Lender and its successors and assigns; provided, however, that Borrower cannot assign or delegate its rights or obligations under this Security Agreement without Lender's prior written consent, and any assignment or delegation without such consent shall be void.

12. **Notices.** Any notice or other communication in connection with this Agreement must be in writing or in the form of a telex or telecopy and will be deemed to have been duly given: (i) when actually delivered to the recipient at its address for notice under this Agreement (evidenced in the case of a telex or facsimile by receipt of the correct answerback); (ii) three (3) business days after having been deposited in the United States mail, postage prepaid, by registered or certified mail, return receipt requested, addressed to the recipient at its address for notice under this Agreement; or (iii) one (1) business day after being dispatched via nationally recognized overnight express courier to the recipient's address for notice under this Agreement. Each party's address for notice under this Agreement will be:

For Borrower, at:

Wide Area Information Servers, Inc.
1040 Noel Drive, Suite 102
Menlo Park, CA 94025
Attn: Brewster Kahle, President

with a copy to:

Allen Morgan, Esq.
Wilson, Sonsini, Goodrich & Rosati
650 Page Mill Road
Palo Alto, CA 94304
Fax: (415) 496-4085

For Lender, at:

America Online, Inc.
8619 Westwood Center Drive
Vienna, VA 22181
Attn: General Counsel
Fax: (703) 506-1942

with a copy to:

Mark C. Stevens, Esq.,
Fenwick & West
Two Palo Alto Square, Suite 800
Palo Alto, CA 94306
Fax: (415) 857-0361

13. Attorneys' Fees. If any party hereto commences or maintains any action at law or in equity (including counterclaims or cross-complaints) against the other party hereto by reason of the breach or claimed breach of any term or provisions of this Security Agreement, then the prevailing party in said action will be entitled to recover court costs and its reasonable attorneys' fees and expenses incurred therein.

14. Entire Agreement. This Security Agreement, the Loan Agreement and the Note (and all exhibits and schedules hereto and thereto) constitute the entire agreement and understanding of the parties regarding the subject matter hereof and supersede any and all prior understandings and agreements between the parties with respect to such subject matter.

15. Execution in Counterparts. This Agreement may be executed in any number of counterparts, which together will constitute one instrument.

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_____	By: _____
_____	Name: _____
_____	Title: _____

WIDE AREA INFORMATION SERVERS, INC. AMERICA ONLINE, INC.

BORROWER: **LENDER:**

IN WITNESS WHEREOF, the parties hereto have caused this Security Agreement to be duly executed and delivered as of the date first above written.

EXHIBIT A

DEFINITIONS

As used in the Security Agreement, the following terms will have the following meanings:

- (a) "Accounts" means all "accounts," (as defined in the Code), and includes, without limitation, all accounts receivable, book debts and other forms of obligations (other than forms of obligations evidenced by chattel paper, documents or instruments) and all monies due or to become due in respect of loans or advances or under all purchase orders, invoices and contracts for the sale, lease or license of goods or the performance of services including, without limitation, the right to receive the proceeds of purchase orders, invoices and contracts, and all collateral security and guarantees of any kind given by any person with respect to any of the foregoing.
- (b) "Code" means the Uniform Commercial Code (or successor law) as from time to time in effect in the State of California.
- (c) "Collateral" will have the meaning assigned to such term in Section 2 of the Security Agreement.
- (d) "Copyrights" means all worldwide copyrights, copyright registrations, including all of the exclusive rights afforded a copyright registrant in the United States under 17 U.S.C. §106 and any exclusive rights which may in the future arise by act of Congress and any rights given to a copyright registrant in other similar copyright registration schemes under conventions, treaties or foreign jurisdictions and applications for copyright registrations (including applications for copyright registrations and derivative works and compilations), including, without limitation, all renewals and extensions and modifications thereof, the right to recover for all past, present and future infringements thereof, and all other rights of any kind whatsoever accruing thereunder or pertaining thereto.
- (e) "Documentation" means, collectively: (i) all drawings, designs, plans, blueprints, specifications, schematics, layouts, engineering and test reports, components and suppliers lists, user, installation or repair manuals and any other recorded knowledge regarding any Invention, any product, any component of any product or any Intellectual Property; (ii) all documentation regarding the design and manufacture of any product or any equipment used to manufacture, assemble or produce any product or component of any product; (iii) all field repair data, sales data and other information relating to sales or service of products; and (iv) all accounting information and all media in which or on which any of the information, knowledge, data or records that pertain to Borrower's business may be recorded or stored and all computer programs used for the compilation or printout of such information, knowledge, records or data.
- (f) "Documents" means all documents of title (as defined in the Code) or other receipts covering, evidencing or representing Inventory or Equipment.

(g) "**Equipment**" means all "equipment" (as defined in the Code), and will include without limitation all equipment, furniture, fixtures, computers, tools, jigs, dies, machinery and other equipment, together with any and all accessories, accessions, parts and appurtenances thereto, including without limitation all Equipment that may now be or hereafter become affixed to real property, and any substitutions for and replacements of the Equipment.

(h) "**General Intangibles**" means any personal property (including things in action) other than goods, Accounts, Instruments and money.

(i) "**Instruments**" means all "instruments", "chattel paper" or "letters of credit" (each as defined in the Code), evidencing, representing, arising from or existing in respect of, relating to, securing or otherwise supporting the payment of, any of the Accounts, including (but not limited to) promissory notes, drafts, bills of exchange and trade acceptances.

(j) "**Intellectual Property**" means, collectively: (i) all Copyrights, all Patents, all Mask Works, all Trademarks, all Inventions, all Documentation, and all know-how, trade secrets proprietary information and moral rights relating to any Copyright, Patent, Mask Work, Trademark, Invention or Documentation; (ii) all licenses or similar rights granted to or held by Borrower with respect to any Copyrights, Patents, Mask Works, Trademarks, Inventions, Documentation, know-how, trade secrets, proprietary information or moral rights; (iii) all licenses, consents, permits, variances, certifications and approvals of governmental agencies; and (iv) all causes of action, claims and warranties in respect of any of the items listed above.

(k) "**Inventions**" means all inventions, improvements, enhancements, processes, production or manufacturing methods, compositions of matter, formulas, software (in source and/or object code form) and other proprietary information; whether or not protected or protectible by copyright, patent, mask work, trade secret or other laws regarding intellectual property.

(l) "**Inventory**" means all "inventory" (as defined in the Code), and includes, without limitation, all inventory, merchandise, goods and other personal property (other than Equipment) that are held by or on account of Borrower for sale or lease or are furnished or that are to be furnished under a contract of service or which constitute raw materials, work in process or materials used or consumed in the production, packaging, promotion, delivery or shipping of the same, and all finished goods and supplies.

(m) "**Mask Work**" means mask work as defined in the Semiconductor Chip Protection Act of 1984 and all registrations of claims of protection for such mask work under the laws of the United States of America or any other jurisdiction.

(n) "**Obligations**" means all obligations, liabilities and indebtedness of Borrower to Lender and/or its assigns, whether direct or indirect, absolute or contingent, due or to become due, now existing or hereafter incurred, which may arise under, out of, or in connection with, the Loan Agreement, the Note and the Security Agreement, whether for obligations with respect to principal, interest, costs, expenses (including, without limitation, all fees and disbursements of counsel to Lender) or otherwise.

(o) "**Patents**" means all worldwide patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, together with the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, all income, royalties, damages and payments now or hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past, present or future infringements thereof, the right to sue for past, present and future infringements thereof, and all rights corresponding thereto throughout the world.

(p) "**Proceeds**" means whatever is received upon the sale, exchange, collection or other disposition of Collateral or proceeds of Collateral, including without limitation insurance proceeds.

(q) "**Security Agreement**" means this Security Agreement, as amended, supplemented or otherwise modified from time to time.

(r) "**Trademarks**" means all worldwide trade names, trademarks and service marks, logos, trademark and service mark registrations, and applications for trademark and service mark registrations, including, without limitation, all renewals of trademark and service mark registrations, all rights corresponding thereto throughout the world, the right to recover for all past, present and future infringements thereof, all other rights of any kind whatsoever accruing thereunder or pertaining thereto, together, in each case, with the product lines and goodwill of the business connected with the use of, and symbolized by, each such trade name, trademark, service mark and logo.

EXHIBIT B

COLLATERAL

As used in the Security Agreement, the term "Collateral" will mean and refer to:

All property, personal or real or tangible or intangible, now owned or at any time hereafter acquired by Borrower or in which Borrower now has or at any time in the future may acquire any right, title or interest (collectively, the "Collateral"), including (but not by way of limitation) the following:

- (i) all Accounts;
- (ii) all Documents;
- (iii) all Documentation;
- (iv) all Equipment;
- (v) all General Intangibles;
- (vi) all Instruments;
- (vii) all Intellectual Property;
- (viii) all Inventory; and
- (ix) to the extent not otherwise included, all Proceeds, products and accessions of any and all of the foregoing.

WILSON, SONSINI, GOODRICH & ROSATI
Professional Corporation
650 Page Mill Road
Palo Alto, California 94304-1050

Telephone:
(415) 493-9300

FAX
(415) 493-6811

Telex - 345500
WILSON PLA

Senders' Direct Fax:
(415) 496-4085

ORIGINAL:

___ WILL NOT FOLLOW

___ WILL FOLLOW VIA MAIL

___ WILL FOLLOW VIA COURIER

TELECOPY COVER SHEET

TO: Mr. Brewster Kahle ON: February 24, 1995 at
(Date) (Time)
FIRM: WAIS, Inc. CLIENT NO.: 15123.000
CITY/STATE: Menlo Park, CA CLIENT NAME: WAIS, Inc.
OFFICE #: 415-617-0444 WSGR OPERATOR:

TELECOPY #: 415-327-6513
ATTENTION: USE THIS FAX NO. ONLY

ATTENTION: NOTIFY RECIPIENT
BEFORE SENDING

FROM: Chris Young Ext. 4673 LOCATION: PC 1-1
Allen L. Morgan

TOTAL NUMBER OF PAGES INCLUDING THIS COVER SHEET: 28

IF YOU DO NOT RECEIVE THE ENTIRE DOCUMENT

PLEASE CONTACT THE WSGR OPERATOR AT (415) 493-9300, Ext. 3173

MESSAGE:

Please see attached.

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